EXHIBIT 19

LETTER OF ASSENT - A

In signing this letter of assent, the undersigned firm does hereby authorize[1] *Florida West Coast Chapter, NECA* as its collective bargaining representative for all matters contained or pertaining to the current approved[2] *Inside* labor agreement between the *Florida West Coast Chapter, NECA* and Local Union[3] *915* IBEW. This authorization, in compliance with the current approved labor agreement, shall become effective on the[4] *6th* day of *May, 74*. It shall remain in effect until terminated by the undersigned employer giving written notice to the *Florida West Coast Chapter, NECA* and to the Local Union at least one hundred fifty (150) days prior to the then current anniversary date of the aforementioned approved labor agreement.

SUBJECT TO THE APPROVAL OF THE INTERNATIONAL PRESIDENT, IBEW

NAME OF FIRM [5]HAMILTON ELECTRIC, INC. OF FLA. (print or type)	**APPROVED** International Office-I.B.E.W. Charles H. Pillard-President
SIGNED FOR THE PRESIDENT BY[6] A. C. McClaskey (original signature)	SIGNED FOR LOCAL UNION *915*, IBEW BY[6] J.G. Cain (original signature)
TITLE President	TITLE Business Manager
DATE 5-7-74	DATE May 9, 1974

INSTRUCTIONS

1 NAME OF CHAPTER OR ASSOCIATION
Insert full name of NECA Chapter or Contractors Association involved.

2 TYPE OF AGREEMENT
Insert type of agreement. Example: Inside, Outside Utility, Outside Commercial, Outside Telephone, Residential, Motor Shop, Sign, Tree Trimming, etc. The Local Union must obtain a separate assent to each agreement the employer is assenting to.

3 LOCAL UNION
Insert Local Union Number.

4 EFFECTIVE DATE
Insert date that the assent for this employer becomes effective. Do not use agreement date unless that is to be the effective date of this Assent.

5 EMPLOYERS' NAME
Print or type Company name.

6 SIGNATURES
International Office copy must contain actual signatures—not reproduced—of a Company representative as well as a Local Union Officer.

A MINIMUM OF FOUR COPIES OF THE JOINTLY SIGNED ASSENTS MUST BE SENT TO THE INTERNATIONAL OFFICE FOR PROCESSING.

IMPORTANT: These forms are printed on special paper and no carbon paper is required for duplicate copies. Remove from the pad enough copies of the form for a complete set and complete the form; the image will transfer to succeeding copies. CAUTION: do not write on padded forms; unused forms below will be spoiled.

IBEW Form 302

This is a reproduction of the Letter of Assent A executed by the Respondent which was introduced at trial as Defendant's Exh. 19.

EXHIBIT 7

LETTER OF ASSENT - B

This is to certify that the undersigned employer has examined a copy of the current approved[1] *Inside* labor agreement[2] *Southern Division Florida West Coast Chapter* and Local Union[3] *941,* IBEW.

The undersigned employer hereby agrees to comply with all of the terms and conditions of employment contained in the above mentioned agreement and all approved amendments thereto. It is understood that the signing of this letter of assent shall be as binding on the undersigned employer as though he had signed the above referred to agreement, including any approved amendments thereto.

This letter of assent shall become effective for the undersigned employer on the[4] *1st* day of *November, 1976* and shall remain in effect until the[5] *31st* day of *October, 1977.*
(termination date)

If the undersigned employer does NOT intend to renew this assent he shall so notify the Local Union in writing at least sixty (60) days prior to the termination date.

SUBJECT TO THE APPROVAL OF THE INTERNATIONAL PRESIDENT, IBEW

NAME OF FIRM
[6]HAMILTON ELECTRIC, INC. OF FLORIDA

APPROVED
International Office-I.B.E.W.
Charles H. Pillard, President

SIGNED FOR THE EMPLOYER
BY[7] A. C. McClaskey
(original signature)
TITLE President
DATE 11-11-76

SIGNED FOR LOCAL UNION *941,* IBEW
BY[7] Harold E. Walker
(original signature)
TITLE Business Manager
DATE 11-15-76

INSTRUCTIONS

1 TYPE OF AGREEMENT
Insert type of agreement. Example: Inside, Outside Utility, Outside Commercial, Outside Telephone, Residential, Motor Shop, Sign, Tree Trimming, etc. The Local Union must obtain a separate assent to each agreement the employer is assenting to.

2 NAME OF CHAPTER OR ASSOCIATION
Insert full name of NECA Chapter or Contractors Association involved.

3 LOCAL UNION
Insert Local Union Number.

4 EFFECTIVE DATE
Insert date that the assent for this employer becomes effective. Do not use agreement date unless that is to be the effective date of this Assent.

5 TERMINATION DATE
This date cannot exceed the anniversary date of the current approved agreement but can be for a *lesser* period of time.

6 EMPLOYERS' NAME
Print or type Company name.

7 SIGNATURES
International Office copy must contain actual signatures—not reproduced—of a Company representative as well as Local Union Officer.

A MINIMUM OF FOUR COPIES OF THE JOINTLY SIGNED ASSENTS MUST BE SENT TO THE INTERNATIONAL OFFICES FOR PROCESSING.

IMPORTANT: These forms are printed on special paper and no carbon paper is required for duplicate copies. Remove from the pad enough copies of the form for a complete set and complete the form; the image will transfer to succeeding copies. CAUTION: do not write on padded forms; unused forms below will be spoiled.

IBEW Form 303

This is a reproduction of the Letter of Assent executed by the Respondent in 1976 which was introduced at trial as Defendant's Exhibit 7.

DEFENDANT
EXHIBIT 22

AGREEMENT

between

FLORIDA WEST COAST CHAPTER

N.E.C.A.

and

LOCAL 915

INTERNATIONAL

BROTHERHOOD

of

ELECTRICAL WORKERS

TAMPA, FLORIDA

Effective

DECEMBER 1, 1976

Expires

NOVEMBER 30, 1977

AGREEMENT

Agreement by and between the Florida West Coast Chapter, NECA and Local Union #915, IBEW.

It shall apply to *all firms* who sign a *letter of assent* to be bound by this Agreement.

As used hereinafter in this Agreement, the term Chapter shall mean the Florida West Coast Chapter, NECA, and the term "Union" shall mean Local Union 915, IBEW.

The term "Employer" shall mean an individual firm who has been recognized by an assent to this Agreement.

BASIC PRINCIPLES

The Employer and the Union have a common and sympathetic interest in the Electrical Industry. Therefore, a working system and harmonious relations are necessary to improve the relationship between the Employer, the Union, and the Public. Progress in industry demands a mutuality of confidence between the Employer and the Union. All will benefit by continuous peace and by adjusting any differences by rational, common sense methods. Now, therefore, in consideration of the mutual promises and agreements herein contained, the parties hereto agree as follows:

ARTICLE I

Effective date — Changes — Grievances — Disputes

Sec. 1 This Agreement shall take effect December 1, 1976 and shall remain in effect until November 30, 1977 unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, from December 1 through November 30 of each year, unless changed or terminated in the way later provided herein.

Sec. 2 (a) Either party desiring to change or terminate this agreement must notify the other in writing at least 90 days prior to the anniversary date.

(b) Whenever notice is given for changes, the nature of the changes desired must be specified in the notice.

(c) The existing provisions of the agreement shall remain in full force and effect until a conclusion is reached in the matter of proposed changes.

(d) Unresolved issues in negotiations that remain on the 20th of the month preceding the next regular meeting of the Council on Industrial Relations, may be submitted jointly or unilaterally by the parties to this agreement to the Council for adjudication prior to the anniversary of the agreement.

(e) When a case has been submitted to the Council, it shall be the responsibility of the negotiating committee to continue to meet weekly in an effort to reach settlement on the local level prior to the meeting of the Council.

(f) Notice by either party of a desire to terminate this agreement shall be handled in the same manner as a proposed change.

Sec. 3 This agreement shall be subject to change or supplement at any time by mutual consent of the parties hereto. Any such change or supplement agreed upon shall be reduced to writing, signed by the parties hereto, and submitted to the International Office of the IBEW and the National Office of NECA for approval, the same as this agreement.

Sec. 4 There shall be no stoppage of work either by strike or lockout because of any proposed changes in this agreement or dispute over matters relating to this Agreement. All such matters must be handled as stated herein.

Sec. 5 There shall be a Labor-Management Committee of three representing the Union and three representing the Employer. It shall meet regularly at such stated times as it may decide. However, it shall meet within 48 hours when notice is given by either party. It shall select its own Chairman and Secretary.

Sec. 6 All grievances or questions in dispute shall be adjusted by the duly authorized representatives of each of the

parties to this agreement. In the event that these two are unable to adjust any matter within 48 hours, they shall refer the same to the Labor-Management Committee.

Sec. 7 All matters coming before the Labor-Management Committee shall be decided by majority vote. Four members of the committee, two from each of the parties hereto, shall be a quorum for the transaction of business, but each party shall have the right to cast the full vote of its membership and it shall be counted as though all were present and voting.

Sec. 8 Should the Labor-Management Committee fail to agree or to adjust any matter, such shall then be referred to the Council on Industrial Relations for the Electrical Contracting Industry for adjudication. The Council's decisions shall be final and binding on both parties hereto.

ARTICLE II

Employer Rights — Union Rights

Sec. 1 Members of the Union, except those meeting the requirement of "Employer" as defined herein, shall not contract for any electrical work. Local Union members taking out licenses as contractors shall not be allowed to work back and forth as contractors or journeymen wiremen, as the occasion arises.

Sec. 2 The Union agrees that if during the life of this agreement it grants to any other Employer in the Electrical Contracting Industry, any better terms or conditions than those set forth in this agreement, such better terms or conditions shall be made available to the Employer under this agreement and the Union shall immediately notify the Employer of any such concessions.

Sec. 3 The Employer recognizes the union as the exclusive representative of all its employees performing work within the jurisdiction of the union for the purpose of collective bargaining in respect to wages, hours of employment and conditions of employment. Such representation shall not be altered by contracts with other labor organizations. The jurisdiction of

work and the territorial jurisdiction of such work shall be as determined by the International President of the IBEW. Any employer performing work outside the territorial jurisdiction of Local Union 915, IBEW, shall perform such work in accordance with the agreement of the Local Union of the IBEW having jurisdiction of such work.

Sec. 4 Certain qualifications, knowledge, experience, and financial responsibility are required of everyone desiring to be an Employer in the Electrical Industry. Therefore, an Employer who contracts for electrical work is a person, firm or corporation having these qualifications and maintaining a permanent place of business and suitable financial status to meet payroll requirements, and employing not less than one journeyman wireman regularly.

(a) To provide that an individual desiring to enter the electrical contracting business on a small scale, it is agreed by the parties to this agreement that an individual employer shall be permitted to work with the tools for a period not to exceed two years. The individual employer will be allowed to work with the tools at any time during this two year period providing the employees do not exceed four in number, including himself. When the employer works with the tools, he shall comply fully with all provisions of this agreement.

Sec. 5 (a) For all employees covered by this agreement, the Employer shall carry Workmen's Compensation Insurance with a company authorized to do business in the State of Florida, Social Security, and such other protective insurance as may be required by the laws of the State of Florida, and shall also make contributions for all employees to the Florida Unemployment Compensation Commission. The Employer shall furnish satisfactory proof to the Union, upon the Union's demand, that all the required provisions of this Section are being complied with.

(b) It is agreed that in accord with the National Employees Benefit Agreement entered into between the National Electrical Contractors Association and the International Brotherhood of Electrical Workers on September 3, 1946, as amended, that unless authorized otherwise by the National Employees Benefit Board, the individual employer will forward monthly to the designated Local Employees Benefit Board an

amount equal to 1% of his gross monthly labor payroll, which he is obligated to pay to the employees in this bargaining unit, and a completed payroll report prescribed by the National Board. The payment shall be made by check or draft and shall constitute a debt due and owing to the National Board on the last day of each calendar month, which may be recovered by suit initiated by the National Board or its assignee. The payment and the payroll report shall be mailed to reach the office of the appropriate Local Board not later than fifteen (15) calendar days following the end of each calendar month.

Individual employers who fail to remit as provided above shall be additionally subject to having this agreement terminated upon seventy-two (72) hours notice in writing being served by the Union, provided the individual employer fails to show satisfactory proof that the required payments have been paid to the Local Employees Benefit Board.

The failure of an individual employer to comply with the applicable provisions of the National Employees Benefit Agreement shall also constitute a breach of this labor agreement.

(c) When an injury occurs on the job, it shall be the duty of the Foreman or man in charge to immediately notify the doctor or the hospital to which the patient is being taken of the insurance or coverage to facilitate immediate admittance.

The name and address of the Employer's Industrial Insurance Carrier shall be furnished to the persons in charge of the job at the beginning of each job, and it shall be the duty of these employees to apprise themselves of this information.

If any employee becomes sick or is injured to the extent that removal from the job or shop is necessary to provide medical attention, the employer shall provide transportation to and from the doctor's office or hospital. The employee shall be paid for all lost time. If, at the discretion of the doctor, the employee is unable to return to work, he shall not lose any time for that day, not to exceed 8 hours straight time. (It is the intent of this section to provide that the employer shall pay the employee for time away from the job at the regular straight time rate of pay).

The employer shall furnish and immediately fill out an injury report form on each employee injury that occurs. The report form shall state the date, time and all other pertinent information of the accident. It shall be the duty of the person in charge of the job to see that the form is promptly furnished to the contractor's office. Copies of the report shall be mailed to the Union. Such shall be concluded within ten (10) days after the injury report has been received by contractor's office.

Sec. 6 The Union reserves the right to discipline its members for violation of its laws, rules and agreements.

Sec. 7 This agreement does not deny the right of the Union or its representatives to render assistance to other labor organizations by removal of its members from jobs when necessary and when the Union or its proper representative decides to do so; but no removal shall take place until notice is first given to the Employer involved.

Sec. 8 When such a removal takes place, the Union or its representative shall direct the workmen on such job to carefully put away all tools, materials, equipment, or any other property of the Employer, in a safe manner. The Union will be financially responsible for any loss to the Employer for neglect in carrying out this provision, but only when a safe place is provided for these by the Employer.

Sec. 9 No Employer or member of a firm (Employer) shall be permitted to work with the tools on work covered by the terms of this agreement—except in case of any emergency or minor repairs, and then only when a journeyman wireman is not available. Whenever it is necessary for an Employer or member of a firm (Employer) to perform any work, he shall notify the Steward or Business Manager of the Union of the location and nature of the work.

Sec. 10 The local Union is a part of the International Brotherhood of Electrical Workers, and any violation or annulment by an individual employer of the approved agreement of this or any other Local Union of the IBEW, other than violations of Paragraph 2 of this section, will be sufficient cause for the cancellation of his agreement by the Local Union, after a

finding has been made by the International President of the Union that such a violation or annulment has occurred.

The subletting, assigning or transfer by an individual employer of any work in connection with electrical work to any person, firm or corporation not recognizing the IBEW or one of its local unions as the collective bargaining representative of his employees on any electrical work in the jurisdiction of this or any other local union to be performed at the site of the construction, alteration, painting, or repair of a building, structure or other work, will be deemed a material breach of this agreement.

All charges of violations of Paragraph 2 of this section shall be considered as a dispute and shall be processed in accordance with the provisions of this agreement covering the procedure for the handling of grievances and the final and binding resolution of disputes.

Sec. 11 It is agreed the Union shall have the jurisdiction over the handling and operation of all electrical tools, fixtures, fittings, equipment and accessories after delivery to individual job sites. This is not to be construed in any way to prevent the common carrier or suppliers truck driver from unloading at job site.

ARTICLE III

Hours — Wage Payment — Working Conditions

Sec. 1 Eight (8) hours work between the hours of 8:00 a.m. and 4:30 p.m. or 5:00 p.m. if one (1) hour is taken for a lunch period, shall constitute a work day. Forty (40) hours within the five (5) days, Monday through Friday inclusive, shall constitute the work week. On all jobs where the majority of crafts vote to go to work at seven (7:00) or seven-thirty (7:30) o'clock, the work day shall be 7:00 a.m. to 3:30 p.m. or 7:30 a.m. to 4:00 p.m. When jobs are set upon these conditions, the Business Manager's office will be notified in advance.

Sec. 2 (a) All work performed outside of the regular work hours as set forth in Section 1 of this Article and on a Saturday, Sunday, and the following holidays: New Year's Day, Memorial

Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day, or days celebrated as such, shall be paid at two (2) times the Employees regular straight time hourly rate of pay. However, one and one-half (1½) times the regular hourly rate of pay shall apply, Monday through Friday inclusive, 4:30 p.m. until 12:00 midnight, on commercial maintenance and repair. This provision is restricted to remodeling and repair as it applies to existing commercial facilities. Under no circumstances will the reduced overtime be applicable to any new construction or any type of industrial work. Should any of the above named holidays occur on Sunday, the following Monday shall be considered the holiday.

(b) *Shift Work on Power Generating Stations:*

When a single shift is worked, eight hours of continuous employment as outlined in Article III, Section 1 of this agreement shall constitute a work day, beginning on Monday and through Friday of each week.

(c) *Multiple Shifts on Power Generating Stations:*

Shift work may be performed at the option of the employer. However, when shift work is performed it must continue for a period of not less than five consecutive work days. The employer shall have the right to designate the number of employees who shall work on a multiple shift basis. However, the second or third shift shall consist of not less than (5) five workmen and a foreman. The day shift shall work a regular eight hour shift as outlined in the above paragraph. The second shift shall consist of eight (8) hours elapsed time thereafter and the third shift shall consist of seven and one-half (7½) hours elapsed time after the second shift. On the second and third shifts the employees will be allowed thirty minutes for a lunch break beginning four hours after the shift starts work. the hourly rate for men on the second shift shall be twenty percent (20%) over and above the basic hourly rate for elapsed time. The hourly rate for men on the third shift shall be twenty-five percent (25%) over and above the basic hourly rate and they shall be paid for eight hours. Overtime work at the end of any shift shall be paid for in accordance with the basic agreement. No shift premium will be paid where overtime premium rates are paid for the same hours.

The employer will (except for reasons beyond his control) give at least three days notice to employees before terminating shift work.

For the purpose of this Section, the shift which begins at approximately 12:30 a.m., Saturday, shall be considered the last shift of the Friday work day.

The rate of pay for Saturdays, Sundays, and Holidays shall be paid for in accordance with Article III, Section 2(a) of the basic agreement.

Sec. 3 No work shall be performed on Labor Day except in case of emergency, and then only after permission is granted by the Business Manager of the Union.

Sec. 4 The minimum straight time rate of wages shall be:

(a) Senior General Foreman — $2.75 per hour above the journeyman wireman rate.

(b) General Foreman: $1.50 per hour above the journeyman wireman rate.

(c) Foreman: $1.00 per hour above the journeyman wireman rate.

(d) Journeyman Wireman: Eff. 12/1/76 — $10.20 per hour.

(e) Apprentice rates shall be based on the following percentages of the applicable journeyman wireman rate of this agreement:

1st Year	— 40%
2nd Year	— 50%
3rd Year (1st 6 months)	— 60%
3rd Year (2nd 6 months)	— 65%
4th Year (1st 6 months)	— 70%
4th Year (2nd 6 months)	— 75%

(f) Journeyman Wireman —

Commercial Wage Rate: Effective 12/1/76 — $8.87 per hour.

Industrial Work:

Any job involving facilities that manufacture, produce or process a product (excluding retail food establishments). All work performed for Utility Companies, Municipalities, and Federal or State owned projects (excluding educational facilities). Race Tracks and Dog Tracks, Hospitals with more than fifty beds (excluding nursing homes and clinics). Shoppng malls, shopping centers or business complexes with more than ten individual stores or businesses. Any business complex that includes an elevator system or escalator system in its design.

Commercial Work:

All other types of construction work not included in the definition of Industrial Work outlined above shall be considered Commercial Work.

The rates for service call work and trouble call work shall be determined by the type of work, as defined above, and be paid accordingly.

(g) Cable Splicer not less than $.50 per hour above the journeyman wireman rate.

It is agreed and understood employees performing cable splicer's work shall receive cable splicer's rate of pay. Cable splicing shall consist of the terminating or splicing of any static shielded cable rated 5 KV or above.

Sec. 5 (a) Wages shall be paid weekly in cash or payroll check on a local bank. Payday shall be on Thursday of each week. Not more than three days wages may be withheld at any time. In the event the workman is not paid, waiting time at the prevailing rate shall be charged until payment is made. Any workman laid off or discharged by the Employer shall be paid his wages immediately. In the event he is not paid off, waiting time at the prevailing rate shall be charged until payment is made.

(b) Upon receipt of written authorization, the Employer agrees to deduct and forward to the Union or the designated depository the current working dues which become applicable from all members of the IBEW covered by this agreement as outlined in Article IX. The Employer shall be given thirty (30) days notice when the amount to be deducted is changed.

(c) Termination Slips — It is agreed that all employees being separated from employment shall be furnished a separation notice in writing with his final pay, such notice shall list the reason of termination and shall be signed only by his foreman. Such termination slip shall state the reason of termination from his present job and shall not bear any remarks relative to the future employment of the employee. Any employee being laid off shall be notified of same, not less than (1) hour prior to termination.

Sec. 6 (a) On jobs requiring four (4) or more journeymen, one (1) journeyman wireman will be made foreman and shall be limited to ten (10) journeymen. The foreman will be allowed to work with his tools until he has the sixth (6th) journeyman under him. All jobs requiring more than fourteen (14) workmen shall be worked under Section (b).

(b) On all jobs employing two (2) foremen, one (1) of these two (2) will be designated as general foreman who will also be permitted to act as foreman as long as the total number of workmen does not exceed twenty (20) in number. When the twenty-first (21st) workman is on the job, an additional foreman shall be appointed and the general foreman will no longer serve in the capacity of a foreman. The general foreman and foreman shall not work with the tools nor handle material. The foreman shall be limited to ten (10) workmen.

(c) On jobs where the services of a general foreman will be required, a journeyman wireman shall be made foreman at the start of the job. The foreman shall not work with the tools on these jobs. It is therefore agreed that said jobs shall not be broken up into small jobs to bypass these provisions, regardless of the number of contracts or contractors. However, when separate contracts are awarded by others, the above shall not apply.

(d) One (1) general foreman for every four (4) foremen.

(e) The general foreman shall give orders to foremen only.

(f) On all work under this agreement, the foreman only shall give orders to the workmen.

Sec. 7 Unless a workman is instructed not to report for work on the following work day morning and he so reports and is not assigned to work, he shall receive not less than two (2) hours wages at the prevailing rate as reporting time and released immediately.

Sec. 8 When men are directed to report to a job and do not start work due to weather conditions, lack of material, or other causes beyond their control, they shall receive two (2) hours pay at the prevailing rate unless notified at least one (1) hour before starting time. When the prime contractor controls the work day, if work is started four (4) hours pay shall apply, if work is started after the fourth (4th) hour, a full day's pay shall apply.

Sec. 9 On jobs employing six (6) or more journeymen, if available, every sixth (6th) journeyman shall be sixty (60) years of age or older.

Sec. 10 Journeymen shall provide themselves with a conventional kit of necessary tools for the performance of their classification of work. However, no journeyman shall furnish any ladders, stock and dies, vises, hickeys, fish tapes, chisel bars, star drills, taps, wood bits, tap drills, knockout cutters and blow torch, and all other special and expendable tools.

(b) Maximum journeyman tool kit:

1 6 Ft. Rule
Screwdrivers (8" maximum blade)
1 Small Chain Wrench
1 Diagonal Pliers
1 Side Cutting Pliers
1 Needle Nose Pliers

2 Adjustable Pliers
1 Hammer (claw or ball pean 16 oz. maximum)
1 Hacksaw Frame
1 Knife
2 Pencils
1 Torpedo Level
1 Combination Square
1 Plumb & String
1 Center Punch
1 Tool Box
1 Keyhole Saw Handle
1 Lock & Key
1 Cold Chisel (¾" maximum)
1 Awl
1 Small Tap Wrench
1 Small Allen Wrench Set (¼" maximum)
1 Solenoid Voltage Tester (600 volt maximum)
1 Adjustable Wrench (crescent type, 12" maximum)
1 Sta-Kon Tool (pocket size)
1 Small Wire Stripper

Sec. 11 The Employer shall furnish all other necessary tools and equipment, first aid kits, safety equipment, including new liners for hard hats, necessary equipment to work under hazardous conditions, ice water and individual drinking cups, or drinking fountain, and sanitary toilet facilities when not furnished by the General Contractor, or where other sanitary toilet facilities are not readily available. Workmen will be held responsible for tools or equipment issued to them, provided the Employer furnishes the necessary lockers, tool boxes, or other safe place for storage. The Employer shall also provide a safe, dry place for the Workmen's tools.

Sec. 12(a) On all energized circuits or equipment that carries 440 volts or over, as a safety measure, two (2) or more journeymen wiremen must work together.

(b) Workmen shall install all electrical work in a safe and workmanlike manner and in accordance with the applicable code and contract specifications.

Sec. 13 A journeyman shall be required to make corrections on improper workmanship for which he is responsible on his own time during regular working hours, unless errors were made by orders of the Employer or the Employer's representative. Employers shall notify the Union of improper workmanship and the Union assumes responsibility for the enforcement of this provision.

Sec. 14 The representative of Local Union 915, IBEW, shall be allowed access to any shop or job at any time during working hours where workmen are employed under the terms of this agreement. However, he shall first contact the general foreman, foreman, steward or contractor's representative on the job or at the shop.

Sec. 15(a) Employers in the territorial jurisdiction of the Union who require workmen to report to the shop daily for work shall pay for traveling time and furnish transportation from shop to job, job to job, and job to shop.

Employers may require employees to report daily to jobs (other than industrial) within the jurisdiction of the Local Union without payment of travel expense.

(b) On all Industrial jobs located ten (10) miles or more by road from the following County Courthouses or City Halls: Hillsborough County Courthouse, Lakeland City Hall, Highlands County Courthouse, and Hardee County Courthouse within the jurisdiction of Local Union 915, each employee shall receive $3.50 per day travel expense and such payment shall not be considered as travel time pay but each employer, at his option, may provide transportation and pay traveling time from shop to job and job to shop on such jobs. It is understood that all electrical construction work on the properties of the U.S.P.P. Company, located on U.S. Highway 41, the Alafia River and Tampa Bay, will be subject to the $3.50 per day travel allowance.

(c) Where there is a shop located less than ten (10) miles from an industrial job and said shop and job is located beyond ten (10) miles by road from the above stated locations, the $3.50 daily expense allowance shall not apply unless the total estimated man hours exceed 360 man hours. It is therefore

agreed that said job shall not be broken up into smaller contracts in order to eliminate the $3.50 daily expense regardless of number of contractors or contracts. It is further agreed that in regard to repair jobs, it may be difficult to arrive at the intent of a contract. In such cases, the Business Manager's office will assist by making spot decisions.

The intention of this section in regard to the $3.50 daily expense is to establish a fair basis for contractors to figure jobs regardless of shop or job locations within the jurisdiction of Local Union 915.

No employer will be permitted to set up a shop or job site office to bypass any provisions of the travel expense sections.

Sec. 16 In the event workmen use their own vehicles in lieu of transportation to be furnished by the Employer, as provided in Section 15 above, they shall receive fifteen cents (15¢) per mile for the use of their vehicles, provided, however, no workman shall be required to use his vehicle for transportation unless he consents thereto.

Under no circumstances shall workmen use their vehicles for delivering tools or material to or from any job for any Employer. This shall not be construed to prevent the workmen from transporting their own personal tools.

Sec. 17(a) The Employer recognizes the right of the Union to appoint a Steward at any shop or on any job where workmen are employed under the terms of this agreement. Such Steward shall be allowed sufficient time during regular working hours to see that the terms and conditions of this agreement are observed at his shop or on his job. the Union may, at its discretion, furnish pay envelopes suitable for its purpose.

Under no circumstances shall a Steward be discriminated against by an employer because of his faithful performance of duties as Steward. The Business Manager's office shall be notified twenty-four hours prior to discharging a Steward.

(b) The Business Manager or Steward shall be notified twenty-four (24) hours prior to all layoffs, when possible.

Sec. 18 Any employee of an Employer party to this agreement, employed on a weekly or monthly salary basis, shall not work with the tools at any time on work covered by this agreement.

Sec. 19 Any provision of this agreement adjudged to be unlawful by a court of competent jurisdiction shall be treated for all purposes as null and void. The parties shall thereupon seek to negotiate substitute provisions which are in conformity with the applicable laws, but all other provisions of this agreement shall continue to be in full force and effect.

Sec. 20 Employees serving under the Services Reserve Act shall maintain all rights for all practical purposes under this agreement.

ARTICLE IV

Referral Procedure

In the interest of maintaining an efficient system of production in the industry, providing for an orderly procedure of referral of applicants for employment, preserving the legitimate interests of the employees in their employment status within the area and of eliminating discrimination in employment because of membership or non-membership in the Union, the parties hereto agree to the following system of referral of applicants for employment:

Sec. 1 The Union shall be the sole and exclusive source of referrals of applicants for employment.

Sec. 2 The Employer shall have the right to reject any applicant for employment.

Sec. 3 The Union shall select and refer applicants for employment without discrimination against such applicants by reason of membership or non-membership in the Union and

such selection and referral shall not be affected in any way by rules, regulations, by-laws, constitutional provisions or any other aspect or obligation of Union membership policies or requirements. All such selection and referral shall be in accordance with the following procedure.

Sec. 4 The Union shall maintain a register of applicants for employment established on the basis of the groups listed below. Each applicant for employment shall be registered in the highest priority Group for which he qualifies.

GROUP IA All applicants for employment who have four or more years experience in the trade, are residents of the geographical area constituting the normal construction labor market, have padded a journeyman wireman's examination given by Local Union 915 IBEW, or have been certified as a journeyman wireman by the Local JATC, and who have been employed for a period of at least one year in the last four years under a collective bargaining agreement between the parties hereto.

GROUP IB All applicants for employment who have four or more years experience in the trade, are residents of the geographical area constituting the normal construction labor market, have passed a Journeyman's examination given by a duly constituted Local Union of the IBEW and who have been employed for a period of at least one year in the last four years under a collective bargaining agreement between the parties to this Agreement.

GROUP II All applicants for employment who have four or more years' experience in the trade and who have passed a journeyman's examination given by a duly constituted Local Union of the IBEW.

GROUP III All applicants for employment who have two or more years' experience in the trade, are residents of the geographical area constituting the normal construction labor market and who have been employed for at least six months in the last three years in the trade under a collective bargaining agreement between the parties to this agreement.

GROUP IV All applicants for employment who have worked at the trade for more than one year.

If the registration list is exhausted and the Union is unable to refer applicants for employment to the Employer within 48 hours from the time of receiving the Employer's request, Saturdays, Sundays and holidays excepted, the Employer shall be free to secure applicants without using the referral procedure, but such applicants, if hired, shall have the status of "temporary employees". The Employer shall notify the Business Manager promptly of the names and social security number of such temporary employees, and shall replace such temporary employees as soon as registered applicants for employment are available under the referral procedure.

DEFINITIONS

Normal construction labor market — defined to mean the following area:

Hardee, Highlands, Hillsborough and Polk Counties

The above geographical area is agreed upon by the parties to include the areas defined by the Secretary of Labor to be the appropriate prevailing wage areas under the Davis Bacon Act to which this agreement applies, plus the commuting distance adjacent thereto, which includes the area from which the normal labor supply is secured.

Resident — means a person who has maintained his permanent home in the above defined geographical area for a period not less than one year or who, having had a permanent home in this area, has temporarily left with the intention of returning to this area as his permanent home.

Examinations — An "examination" shall include experience rating tests if such examination shall have been given prior to the date of this agreement, but from and after the date of this agreement shall include only written and/or practical examinations given by this Local Union 915, IBEW. Reasonable intervals of time for examinations are specified as "semi-annual". An applicant shall be eligible for examination if he has four years experience at the trade.

Sec. 5. The Union shall maintain an "Out of Work List" which shall list the applicants within each group in chronological

order of the dates they register their availability for employment.

Sec. 6. Employers shall advise the Business Manager of the Local Union of the number of applicants needed. The Business Manager shall refer applicants to the Employer by first referring applicants in GROUP I in the order of their places on the Out of Work List and then referring applicants in the same manner successively from the Out of Work List in GROUP II, then GROUP III, and then GROUP IV. Any applicant who is rejected by the Employer shall be returned to his appropriate place within this GROUP and shall be referred to other employment in accordance with the position of this GROUP and his place within the GROUP. The only exceptions which shall be allowed in this order of referral are as follows:

(1) When the Employers states bona fide requirements for special skills and abilities in his request for applicants, the Business Manager shall refer the first applicant on the register possessing such skills and abilities.

(2) If the age ratio clause in this agreement calls for the employment of an additional employee or employees on the basis of age, the Business Manager shall refer the first applicant on the register satisfying the applicable age requirements provided, however, that all names in higher priority groups, if any, shall first be exhausted before such over-age reference can be made.

Sec. 7 An Appeals Committee is hereby established composed of one member appointed by the Union, one member appointed by the Employer or by the Association, as the case may be, and a Public Member appointed by both of these members.

It shall be the function of the Appeals Committee to consider any complaint of any employee or applicant for employment arising out of the administration by the Local Union of Section 3 to 6 of this Article. The Appeals Committee shall have the power to make a final and binding decision on any such complaint which shall be complied with by the Local Union. The Appeals Committee is authorized to issue procedural rules for the conduct of its business, but it is not authorized to add to, subtract from, or modify any of the provisions of this Article

and its decisions shall be in accord with this Article.

Sec. 8 A copy of the referral procedure set forth in this agreement shall be posted on the Bulletin Board in the offices of the Local Union and in the offices of the Employers who are parties to this agreement.

Sec. 9 Apprentices shall be hired and transferred in accordance with the apprenticeship provisions of the agreement between the parties.

ARTICLE V

Health and Welfare Fund

Sec. 1 (a) Effective December 1, 1972, 4½% of the gross labor payroll shall be paid into a Health and Welfare Fund. Such funds will be under a jointly administered Trust Fund that meets all applicable requirements of existing State and Federal laws. Approval by the Internal Revenue Service must be secured prior to purchase of coverage.

(b) The payment and payroll report shall be mailed on forms provided by the Trust Committee, to reach the designated depository not later than fifteen (15) days following the end of each calendar month.

ARTICLE VI

Apprenticeship and Training

Sec. 1 There shall be a Joint Apprenticeship and Training Committee of three (3) members representing the Chapter and three (3) members representing the Union. This Committee shall make local standards in conformity with the National Apprenticeship and Training Standards for the Electrical Contracting Industry governing the selection, qualifications, education, and training of all apprentices. It shall also be responsible for training journeymen and others. These local standards will be promptly agreed upon by the parties to this agreement and shall be registered with the National Joint Apprenticeship and Train-

ing Committee and the appropriate State or Federal Apprenticeship Registration Agency.

Sec. 2 Members of the Joint Apprenticeship and Training Committee shall be selected by the party they represent. Their term of office shall be three years unless removed by the pary they represent or unless they cease to be employed by or cease to be a party to this agreement. The term of one Chapter and one Union representative shall expire each year with successors to be determined in the same manner as the original appointments were made. A Committee member may succeed himself. Each party shall have the right to cast the full vote of its membership and it shall be counted as though all were present and voting.

The Committee shall select from its membership, but not both from the same group, a Chairman and a Secretary who shall retain voting privileges.

The Committee shall meet at least once a month and also when called by the Chairman.

Sec. 3 (a) The Committee shall supervise all matters involving apprenticeship training in conformity with the provisions of this agreement and the registered local Apprenticeship Standards. In case of a deadlock, the matter in dispute shall be referred to the parties to this agreement for settlement. Any proposed change in this agreement pertaining to apprenticeship and to training should first be considered by the Committee for their recommendation before being acted upon by the parties to this agreement.

(b) The Committee may establish or authorize a Joint Sub-Committee to be similarly constituted and selected for authorized training programs other than apprentice training programs.

Sec. 4 (a) In order to provide diversity of training or work opportunities, the Committee shall have full authority to transfer apprentices from one job or employer to another. All transfers and assignments for work shall be issued by the Committee through the referral office.

(b) The Committee is hereby instructed and authorized to employ a full-time Training Director at such time as is possible and practical.

The Committee shall delegate to the Director that responsibility and authority deemed necessary by the Committee.

Sec. 5 All apprentices must enter the program through the Committee and shall not be eligible for employment until they have been indentured to the Committee. An apprentice who has completed his probationary period may be removed from training by the Committee, in accordance with its rules, for cause. Such removal by the Committee also cancels his classification of apprentice and the opportunity to complete his training.

Sec. 6 An employer shall employ only indentured apprentices secured from the Committee. The Committee shall allow each qualified employer a ratio of one apprentice to three (3) journeymen but only when indentured apprentices are available. Such ratio shall not be exceeded on any job. (This does not prevent one apprentice from working on a job when there are less than the maximum ratio of journeymen on that job.)

The ratio of one apprentice to three journeymen is to be applied as follows:

1 Journeyman and 1 Apprentice
2 Journeymen and 1 Apprentice
3 Journeymen and 1 Apprentice
4 Journeymen and 2 Apprentices
5 Journeymen and 2 Apprentices
6 Journeymen and 2 Apprentices
7 Journeymen and 3 Apprentices

After the seventh (7th) journeyman and the third (3rd) apprentice, the ratio shall be one (1) apprentice to each additional three (3) journeymen.

Sec. 7 An apprentice shall be under the direct personal supervision of a journeyman at all times. When a journeyman

and an apprentice are working together and it becomes necessary for the journeyman to leave for a short period of time, it should not be necessary for any apprentice to accompany the journeyman. An apprentice shall not be permitted to work alone on any job, however, regardless of type of work involved nor regardless of the length of time needed to do the job, except as provided in this section.

Sec. 8 The parties to this agreement shall enter into a Joint Apprenticeship and Training Trust Fund Agreement which shall conform to Section 302 of the Labor-Management Relations Act of 1947, as amended.

The Trustees authorized under this Trust Agreement are hereby authorized to determine the reasonable value of any facilities, materials, or services furnished by either party.

All Funds shall be disbursed in accordance with this Trust Agreement.

Sec. 9 Effective December 1, 1975, all employers subject to the terms of this agreement shall contribute ten cents (10¢) per man hour worked for each employee of their gross monthly labor payroll.

Sec. 10 Maximum tool kit for apprentices through three (3) years (4th year apprentice tool kit same as for journeymen):

1 Pair Side Cutting Pliers
2 Adjustable Pliers
1 Pocket Knife
1 Torpedo Level
1 Hack Saw Frame
1 6" Rule
2 Screw Drivers (not over 8" blade)
1 Hammer (claw or ball pean 16 oz. maximum)

ARTICLE VII

Vacation Fund

Each employer shall contribute an amount equal to 4% of the employee's gross labor payroll to the Local Union 915 Vaca-

tion Fund on behalf of each employee who is employed pursuant to the terms of this agreement, which fund shall be a jointly administered trust fund that meets all applicable requirements of existing State and Federal Laws.

Payment to the Fund shall be forwarded to a designated depository not later than fifteen (15) calendar days following the end of each calendar month.

ARTICLE VIII

Local Pension Fund

Effective December 1, 1975, the Employer shall contribute three percent (3%) of gross labor payroll to the Local Pension Fund which shall be established in accordance with all federal and state laws.

ARTICLE IX

Electrical Industry Accounts

All payments to the respective accounts pursuant to the terms of this agreement shall be listed on joint forms provided for such. All forms are to be typewritten.

The payment and form must reach the Trustees or their agent not later than fifteen (15) days following the end of each calendar month for which they are due. After said fifteen (15) days, the Union may remove all employees of the delinquent employer. Such removal does not constitute a breach of this agreement.

The cost of the forms shall be borne by each of the respective accounts to which payments are made.

Employers who fail to remit as provided above shall be subject to having this agreement terminated upon seventy-two (72) hours notice in writing served by the Union, provided the employer fails to show satisfactory proof that the required payments have been made.

In the event that Employers fail to remit all payments to the respective accounts pursuant to the terms of this agreement within thirty (30) days after the same shall be due and it shall become necessary for the Union to place the collection of said payments in the hands of an attorney, then in that event the Employer shall be responsible to the Union for all costs in connection with the collection of said payments, including a reasonable attorney's fee, which shall not be less than 15% of the delinquent amount.

SIGNED FOR FLORIDA WEST COAST CHAPTER NATIONAL ELECTRICAL CONTRACTORS ASSOCIATION	SIGNED FOR LOCAL UNION 915 INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
_____	_____
Chairman, Tampa Division	President
_____	_____
Chapter Manager	Business Manager
_____	_____
Date	Date

MEMORANDUM OF AGREEMENT

RE: CLARIFICATION OF SENIOR GENERAL FOREMAN PROVISION

In accord with directive of Article I, Section 6 (e) of the Collective Bargaining Agreement between Florida West Coast Chapter, NECA and Local 915, International Brotherhood of Electrical Workers, we, the undersigned, stipulate the following provisions as to Senior General Foreman to prevail as if the same had been made a part of this Agreement:

> When more than one General Foreman is required, one General Foreman shall become Senior General Foreman. The Senior General Foreman shall be in charge of the General Foreman. General Foreman shall give orders to foremen only.

SIGNED FOR FLORIDA WEST COAST CHAPTER, NATIONAL ELECTRICAL CONTRACTORS ASSOCIATION

Dean J. McDonald

Chapter Manager

11-26-75

Date

SIGNED FOR LOCAL 915, INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

J. G. Cain

11-24-75

Date

Oct 25 8:08 A.M. '76 **EXHIBIT 8**

NECA-GRAM

Received
Hamilton Electric

FLORIDA WEST COAST CHAPTER NATIONAL
ELECTRICAL CONTRACTORS ASSOCIATION, INC.
2103 West Cass Street Tampa Telephone (813) 253-0087
Tampa, Florida 33606 St. Pete-Clearwater (813) 446-3079
#76-49 October 22, 1976

NATIONAL ELECTRICAL BENEFIT FUND

Effective July 1, 1977, the NEBF Contribution for all union contractors will be increased to 3%. Also, a new Industry Fund will be established, effective July 1, 1977, making it mandatory that all union electrical contractors contribute an amount equal to 1% of the gross labor payroll which will be forwarded monthly to the NECA Office in about the same manner as you are presently sending your NEBF contributions. This action was taken at the Governors' Meeting of the National Electrical Contractors Association Meeting held October 8, 1976. Several other changes were also included in the new Agreement which will be published at a later date. If there is any further information you need, contact the Chapter Office.

Dean J. McDonald
Manager

DJM:jm

AN ASSOCIATION OF
PROFESSIONAL ELECTRICAL CONTRACTORS